

TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #4 is to document both parties' agreement concerning Contract renewal.

Reference: Page 5; paragraph 17, entitled "Term"

Both above-referenced parties hereby agree to extend the term of Contract VA-000601-SCTC as specified in the above reference, from May 18, 2003 through May 17, 2004.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

COMMONWEALTH OF VIRGINIA

BY: _____

BY: _____

NAME: _____

NAME: Robert E. Gleason

TITLE: _____

TITLE: Technology Contracts Mgr

DATE: _____

DATE: _____

**MODIFICATION #3
TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #3 is to document both parties' agreement concerning a change to the specified rate delineated herein, effective October 1, 2002.

References:

- a. Page 5; paragraph 15, entitled "MODIFICATIONS"
- b. Page 5; paragraph 16, entitled "PRICE PROTECTION / ADJUSTMENTS"

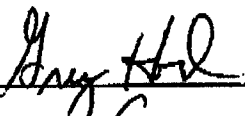
In accordance with the above references, both parties hereby agree to modify Contract pricing to increase the monthly FCC Federal Universal Service Charge (FUSC) from \$0.04 to \$0.05 for each Business Centrex line.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

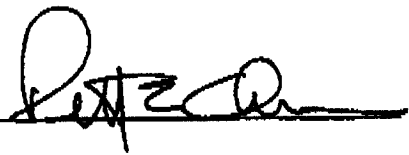
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ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

BY: 
NAME: Greg Hood
TITLE: MMC - member Nelson
DATE: 11-5-02

COMMONWEALTH OF VIRGINIA

BY: 
NAME: Robert E. Gleason
TITLE: Technology Contracts Mgr
DATE: September 27, 2002

**MODIFICATION #3
TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #3 is to document both parties' agreement concerning a change to the specified rate delineated herein, effective October 1, 2002.

References:

- a. Page 5; paragraph 15, entitled "MODIFICATIONS"
- b. Page 5; paragraph 16, entitled "PRICE PROTECTION / ADJUSTMENTS"

In accordance with the above references, both parties hereby agree to modify Contract pricing to Increase the monthly FCC Federal Universal Service Charge (FUSC) from \$0.04 to \$0.05 for each Business Centrex line.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

BY: _____

NAME: _____

TITLE: _____

DATE: _____

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Robert E. Gleason

TITLE: Technology Contracts Mgr

DATE: September 27, 2002

FROM : Panasonic PPF

**MODIFICATION #2
TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #2 is to document both parties' agreement concerning Contract renewal, and changes to specified rates and Services as delineated herein, effective upon the execution of this Modification #2.

References:

- a. Page 5; paragraph 15, entitled "MODIFICATIONS"
- b. Page 5; paragraph 16, entitled "PRICE PROTECTION / ADJUSTMENTS"
- c. Page 5; paragraph 17, entitled "TERM"

1. In accordance with the above reference, both parties hereby agree to modify Contract pricing to:
 - a. increase the monthly FCC Federal Subscriber Line Charge from \$6.00 to \$9.20 on all CENTREX business lines, and;
 - b. add an FCC Federal Universal Service Charge (FUSC) of \$ 0.04 for each Business Centrex line, per month.
2. Both above-referenced parties hereby agree that Contractor shall add *Caller Identification (ID) Deluxe – Name and Number (Calling Name Delivery) (CNAMDFR)* to the Services offered to Contract Authorized Users, at the rate of \$5.00, per Business Centrex line, per month.

FROM : Panasonic PPF

3. Both above-referenced parties hereby agree to extend the term of Contract VA-000601-SCTC from May 18, 2002 through May 17, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SCOTT COUNTY TELEPHONE
COOPERATIVE

BY: Greg Hood
NAME: Greg Hood
TITLE: rank member elections
DATE: June 3, 2002

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason
NAME: Robert E. Gleason
TITLE: Contracts Engineer
DATE: May 20, 2002

**MODIFICATION #2
TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #2 is to document both parties' agreement concerning Contract renewal.

Reference: Page 5; paragraph 17, entitled "Term"

Both above-referenced parties hereby agree to extend the term of Contract VA-000601-SCTC as specified in the above reference, from May 18, 2002 through May 17, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

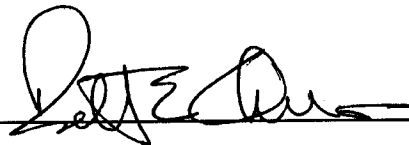
BY: _____

NAME: _____

TITLE: _____

DATE: _____

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Robert E. Gleason

TITLE: Contracts Engineer

DATE: March 25, 2002

**MODIFICATION #1
TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE 01 APR 10 PM 3:54
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #1 is to document both parties' agreement concerning Contract renewal.

Reference: Page 5; paragraph 17, entitled "Term"

Both above referenced parties hereby agree to extend the term of Contract VA-000601-SCTC as specified in the above reference, from May 18, 2001 through May 17, 2002.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

BY: Greg Hood

NAME: Greg Hood

TITLE: MARK Director

DATE: 4-4-01

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason

NAME: Robert E. Gleason

TITLE: Contracts Engineer

DATE: March 2, 2001

**MODIFICATION #1
TO
CONTRACT NUMBER VA-000601-SCTC
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

01 APR 10 PM 3:54

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Scott County Telephone Cooperative, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-000601-SCTC.

The purpose of this Modification #1 is to document both parties' agreement concerning Contract renewal.

Reference: Page 5; paragraph 17, entitled "Term"

Both above referenced parties hereby agree to extend the term of Contract VA-000601-SCTC as specified in the above reference, from May 18, 2001 through May 17, 2002.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000601-SCTC and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE
TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

BY: Greg Hood

NAME: Greg Hood

TITLE: Mark Director

DATE: 4-4-01

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason

NAME: Robert E. Gleason

TITLE: Contracts Engineer

DATE: March 2, 2001

**CONTRACT VA-000601-SCTC
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SCOTT COUNTY TELEPHONE COOPERATIVE**

00 MAY 17 PM 3:47

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (the Department of Information Technology) will acquire Analog and ISDN Centrex-type local exchange telephone service, hereinafter referred to as the "Services" for authorized users located within Natural Tunnel State Park, Duffield, VA. These Services will be provided through DIT, by Scott County Telephone Cooperative, hereinafter referred to as the "Contractor", having its principal place of business located at 125 Woodland Street, Gate City, VA 24251. This is a requirements type Contract, with Firm Fixed Pricing.

2. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor.

For the purposes of this Contract, a commitment by the Contractor includes:

- a. Prices and options committed to remain in force over a specified period(s) of time;
- b. Any written warranty or representation made by the Contractor as to the Services to be provided, or other physical design or functional characteristics of that which is offered.

3. SERVICE COMMENCEMENT DATE

- a. Initial Services identified in Attachment B shall be available to the Commonwealth within thirty (30) calendar days from the execution of this Contract. All other Services shall be available and commence as per each individual Telecommunications Service Order. The commencement of all Services shall include the installation of all cabling required to make the Services described herein fully functional.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to service commencement date. The State may delay the service commencement date by notifying the Contractor at least ten (10) days prior to the scheduled service commencement date.
- c. If the Service(s) are not delivered within the time specified in this Contract, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation.

- d. Subsequent to Contract execution, DIT will issue a Telecommunications Service Order, as defined below for the delivery and installation of the Services initially required.

4. TELECOMMUNICATIONS SERVICE ORDER (TSO)

DIT RESERVES THE EXCLUSIVE AUTHORITY TO ORDER SERVICES FROM THIS CONTRACT.

During the term of this Agreement, DIT may issue written Telecommunications Services Orders (TSOs) to the Contractor for the initial installation and to purchase additional Services identified in Attachment B, hereto. To be valid, the TSO must cite this Contract number, and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service, and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile or electronically, the Contractor shall process the TSO and return a Service Order identifying the following information:

1. A verification that the TSO is technically correct;
2. The date the Services will begin;
3. A verification of the charge for each item (Service) to be provided, and;
4. Other applicable administrative information necessary to deliver the Services requested on the TSO.

A copy of DIT's standard TSO is attached to this Agreement as Attachment "A" and is hereby incorporated into and made an integral part of this Contract.


5. TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes; such taxes shall not be included in Contract prices. Tax exemption certificates will be furnished if requested by the Contractor.

6. ANTITRUST

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

7. SERVICES

During the term of this Contract, the Contractor is not authorized to substitute any Service identified in this Agreement or in the attachments to this Agreement, without the written permission of 

the Director, Acquisition Services Division, DIT. Violation of this condition shall be considered grounds for termination of the Contract.

8. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.


If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth (as computed by this Contract and each TSO issued by DIT). This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 7. above.

9. NON-APPROPRIATION

All funds for payment of the Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of nonappropriation of funds by the Legislature for the Services listed under this Contract, the Commonwealth will terminate this Contract or any individual TSO for those Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

10. ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of 

Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the DIT purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on DIT's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, DIT of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event DIT receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after DIT's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

11. GOVERNING LAW

This Contract and any disputes arising hereunder shall be governed in accordance with the laws of the Commonwealth of Virginia and shall be deemed to have been executed and entered into within the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

If any term or provision of this Contract shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Contract shall remain in full force and effect, and such term or provision shall be deemed null and void.

12. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

13. ENTIRE AGREEMENT

This Contract, all Attachments, and all Services specifically listed, and all executed TSOs constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Services acquired by the State under the terms and conditions of this Contract.

14. INTERPRETATION OF AGREEMENT

The documents comprising this Agreement, and their order of precedence in case of conflict, are:

- a. This Agreement, pages 1 through 14
- b. Attachment A, page 1 of 1
- c. Attachment B, pages 1 through 3
- d. Attachment C, pages 1 through 5

15. MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his designated alternate, and for the Contractor the person identified in the signature block of this Contract.

Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or \$10,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

16. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

17. TERM

The term of this Contract shall be for a period of twelve (12) months from the date of execution of this Contract. The Commonwealth at its sole option may extend the term of this Contract for three additional one-year periods at the prices or less contained herein. The Contractor shall be given thirty days advance written notice of the Commonwealth's intention to extend the term for such additional periods.

18. VIRGINIA PUBLIC PROCUREMENT ACT

Employment Discrimination by Contractor Prohibited (Section 11-51, Code of Virginia).

- a. During the performance of this Contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state such Contractor is an equal opportunity employer.
 - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provision of the foregoing paragraphs a.1, a.2 and a.3 in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

19. ADDITIONAL CERTIFICATIONS

Contractor hereby certifies its compliance with the following:

- a. Virginia Fair Employment Contracting Act.
- b. Virginia Governmental Frauds Act.
- c. Virginia Public Procurement Act.
- d. Federal Immigration Reform and Control Act of 1986.
- e. Virginians with Disabilities Act.
- f. Americans with Disabilities Act.
- g. Federal Civil Rights Act of 1964.

20. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all invoices or correspondence directly relating to this agreement.

21. LIABILITY

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Contract. The Contractor shall indemnify and hold harmless the State, its agencies, employees and designated representatives from any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees, for personal injury and damage to real or personal property arising from the acts or omissions of the

Contractor, its agents, officers, employees or subcontractors. Nothing contained herein shall be deemed as an express or implied waiver of the sovereign immunity of the State, or pledge of the full faith and credit of the State.

Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligations under this agreement.

22. CONTINGENT FEE WARRANTY

The Contractor warrants that he/it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this agreement. The Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award or making of this agreement. For breach of one or both of the foregoing warranties, the Commonwealth shall have the right to terminate this agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

23. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services (each installation) are subject to inspection and testing by the State, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) consecutive hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or those required by the Contractor's own technical documentation, then the same may be rejected. Such rejection may, at the Commonwealth's discretion terminate this Contract, or any portion thereof, and exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) consecutive hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

24. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Contract, (a) the Contractor shall fail to deliver the Services required by this Contract or (b) the

Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this Contract or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Contract for Default.

In such event the Commonwealth will only be liable for cost incurred to the date of termination.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Contract.

25. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services set forth in the Schedule, Commonwealth may, in its own discretion, give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the Services from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source.

In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the Service(s) which are subject of the State's notice of breach.

This remedy is in addition to and not in lieu of any other remedy Commonwealth may have under this Contract and the laws of the Commonwealth of Virginia.

26. DISPUTES

Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a Contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The public body will render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or Administrative Appeals Procedure Section 11-71, Code of Virginia.

Any dispute, claim or cause of action filed by Contractor (or any party making such claim on behalf of or under the rights of Contractor, his agents or any subcontractor) shall be governed by Sections 11-69, 11-70, 11-71, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

27. BILLING AND INVOICING

- a. Contractor shall, each month, deliver to DIT one consolidated bill for all goods and services purchased from the Contract during the prior billing period.
 - b. Each monthly bill shall include monthly recurring charges and nonrecurring charges for one time installation costs, partial month's service charges, etc. The nonrecurring charges are often referred to as "Other Charges and Credits (OC&Cs)". The bill shall specifically delineate State and federally mandated charges and fees, such as Virginia Relay Service, Universal Service Fund, Federal Access Fees, or others.
 - c. No bill or invoice will be paid without adequate billing details as denoted herein.
 - d. All bills and invoices must include Contractor's federal identification number.
 - e. All bills / invoices must be submitted within ninety days after the services are delivered.
- CHARGES OLDER THAN NINETY DAYS WILL NOT BE PAID.**
- f. All bills / invoices will be paid in accordance with paragraph # 27 below.

NO INVOICE MAY INCLUDE ANY COSTS OTHER THAN THOSE IDENTIFIED IN THE SCHEDULE.

28. PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of each month's bill / invoice, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the paragraph entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Product or Service or the accuracy or correctness of any invoice. The Contractor shall notify the Controller, DIT of all invoices that are in excess of thirty (30) days old.

29. PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall

- a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or
- b. Notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by Section 11-62.11 (2) of the Code of Virginia. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

30. THIRD PARTY BILLING

All Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

31. CREDITS

Any credits due the agency under the terms of this Contract may be applied against Contractor's invoices for the agency with the appropriate information attached.

32. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth of Virginia requires that Contractor provide delivery equal to or better than that provided its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this Agreement. Contractors whose agreements are terminated for such action may be placed on DIT's list of Debarred/Ineligible bidders in accordance with Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

33. TERMINATION FOR CONVENIENCE

The Department of Information Technology (DIT), may at its sole option and discretion, cancel all or any portion of the Services set forth in this Contract at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

The Contractor shall be given thirty (30) days written notice of any such request for termination.

By execution of this agreement, Contractor agrees that in the event of termination for convenience, there shall be no termination costs or charges due.

The Commonwealth makes no assurances that any service purchased under this Contract will remain in service for any minimum amount of time.

34. ORDERING OFFICER(S)

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Primary and Alternate Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified in the herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph 14 of this Contract.

The authorized Ordering Officers appointed by DIT and assigned to this Contract are identified below. Notwithstanding anything to the contrary, the State will make payment only against the base Contract and other valid TSO(s) executed by the Ordering Officers listed below.

ALTERNATE ORDERING OFFICER

Mr. Phil Johnson
Dept. of Information Technology
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8537

PRIMARY ORDERING OFFICER

Mr. Donald Spangler
Dept. of Information Technology
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8538

35. NONVISUAL ACCESS TO TECHNOLOGY

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- (i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;
- (ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user for the Technology interacts;
- (iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and
- (iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act §§ 2.1-807 through 2.1-811 of the Code of Virginia.

36. SERVICES WARRANTY

Contractor shall deliver and maintain the Services in accordance with any applicable tariffs filed with and approved by the Virginia State Corporation Commission. In the absence of such tariffs, the following conditions apply:

- a. The service shall be warranted to operate free from failure and shall be available for use by the Commonwealth twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this Warranty is included in the monthly recurring price, for each Service contained in the Pricing Schedule in Attachment B.
- b. The Contractor shall respond to reports of interruptions of the local exchange service within one (1) hour after receipt of notification from the Commonwealth. The Contractor's response may be on-site or from a remote location based on the Contractor's determination of the source of the failure. If an on-site response is required, the Contractor's repair personnel shall be on-site and working to restore service within four (4) hours after receipt of the initial report of the failure. The Contractor shall restore service to normal operation within eight (8) hours after the initial report of the failure.
- c. Contractor shall furnish this On-Site warranty service twenty-four (24) hours per day, seven (7) days per week for the duration of this Agreement at no cost to the State. The warranty covers all travel, labor, and parts.

37. TROUBLE REPORTING

Contractor shall provide a single point of contact for the reporting of service problems encountered by the Commonwealth while using the services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

38. SERVICE TECHNICAL REQUIREMENTS

Contractor shall deliver and install Centrex-type local exchange telephone service, configured with analog and digital lines. The analog lines shall be configured for use with telephone industry standard "2500-type" telephone sets. The digital lines shall utilize Integrated Service Digital Network (ISDN) technology. The analog and digital lines shall be configured with DTMF and loop start signaling.

Each line shall be configured with direct inward dialing (DID), direct outward dialing (DOD), call forwarding, call hold, call pick-up, repeat dialing, speed dialing (8 or 30), three-way calling, distinctive ring, and call transfer.

The service shall be installed and maintained with a trunk to line ratio of a minimum of one (1) trunk for eight (8) Centrex lines in service.

39. DOWNTIME CREDITS

The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service due to service failures and disruptions for four (4) hours or more during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which the Commonwealth is denied access to the service

The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the Commonwealth is denied access to the service.

40. EQUAL ACCESS

Contractor must provide Equal Access to all inter-exchange carriers (IXCs) to allow the Commonwealth to route all of its outgoing inter LATA interstate, and international long distance calls to the Commonwealth's IXC of choice, at any time. Any costs associated with changing the IXC, are delineated in Attachment B.

41. INSTALLATION REQUIREMENTS

Contractor shall terminate the Centrex lines on Contractor provided RJ-21X network interface devices (NID). The NID shall be labeled with the seven digit telephone number to clearly identify the location of each Centrex line on the interface. The NID shall be located in the facility's main telecommunications equipment room. Additionally, the Contractor shall provide and install fast-acting gas-tube transient voltage surge suppressors on each line installed in the facility.

Contractor shall be responsible for cross-connecting the Centrex lines to the Commonwealth facility's in-place telecommunications cabling system to provide service in the location identified by the agency.

Contractor shall fully test the installed service to certify that the service and all features are functioning properly.

During the course of the installation, the Contractor shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. In the event that temporary modifications to the existing telephone and/or cabling systems becomes necessary to complete the installation of the new service, the Contractor shall notify the on-site contact person of such need in order to schedule a mutually agreeable time for the state to have the modifications completed.

Contractor shall be responsible for obtaining all right of way, licenses, approvals and or permits required by applicable authorities in order to install the Services.

42. **ADDITIONAL SERVICES**

The Commonwealth may order additional Services during the Term or any extensions thereof, from this Contract for Services identified herein and at the computed unit prices expressly stated herein. All orders shall be composed and processed as per paragraph #4 entitled "Telecommunications Service Order".

43. **VENDORS MANUAL**

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842.

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND
ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY
THE TERMS AND CONDITIONS OF THE CONTRACT.**

SCOTT COUNTY TELEPHONE
COOPERATIVE

BY: _____
NAME: Greg Hord
TITLE: Mkt. Manager
DATE: 5-15-00

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr
NAME: Joe A. Parr
TITLE: Contracts Engineer
DATE: 5/18/00

Attachment A
to
VA-000600-SCTC

DEPARTMENT OF INFORMATION TECHNOLOGY
110 SOUTH 7TH STREET, RICHMOND, VA 23219

TELECOMMUNICATIONS SERVICE ORDER

DIT ORDER NO: 808003-786-C&P PROJECT: SAMPLE
ACCOUNT NO. : 8047860000871 REQUESTED DUE DATE: 98-08-15
DIT CONTACT : SUSAN STANLEY
TELEPHONE : 804/344-5687 SCATS: 344-5687
COPY TO :
DIT APPROVAL: _____ DATE: _____

ACTIVITY CODE: 0138073 AGENCY LOG NO:
AGENCY : INFORMATION TECHNOLOGY, DEPARTMENT
COORDINATOR : MARY SMITH
ADDRESS : 110 SOUTH 7TH STREET
CITY : RICHMOND
STATE: : VA ZIP: 23219
TELEPHONE : 804/344-5645 SCATS: _____

VENDOR : CHESAPEAKE AND POTOMAC TELEPHONE COMPANY
ADDRESS : 600 EAST MAIN STREET
CITY : RICHMOND ZIP: 23219
STATE : VA

REMARKS TO VENDOR:

SERVICE REP: _____

TELEPHONE: _____ DUE DATE: _____

S.O. NOS: _____

REMARKS FROM VENDOR:

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 1

THIS IS A SAMPLE REQUEST.

ATTACHMENT "B"
CONTRACT VA-000601-SCTC

This Attachment B is hereby incorporated into and made an integral part of, and attached to, Agreement Number VA-000601-SCTC between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" and Scott County Telephone Cooperative hereinafter referred to as "Contractor".

1. PRICING SCHEDULE

Item #	Description	Unit	Unit Price
1	Analog Centrex Lines (Monthly rate)	Ea	\$18.50
2	Digital ISDN Centrex Line (Monthly rate)	Ea	\$49.95
3	Voice Mailbox (Monthly rate)	Ea	\$3.95
4	Applicable local, state, and federal fees, taxes, surcharges or other applicable tariff charges	Per Line	\$6.00 (FCC Interstate Line Access) \$.16 (Dual Party Relay Surcharge)
5	Installation of Analog Centrex Line	Ea	\$33.50
6	Installation of Digital ISDN Centrex Line	Ea	\$33.50
7	Installation of Voice Mailbox	Ea	No Charge
8	Change "PIC"	Per Line	\$10.00
9	Convert Existing Line to Centrex	Ea	\$13.50
10	Service Charge per TSO	Ea	\$13.50
11	Adds, Moves, and Changes at Central Office	Ea	No Charge
12	Adds, Moves, and Changes On-Site	Per Hour	\$30.00

2. INITIAL INSTALLATION

Upon receipt of a TSO, the Contractor shall install a total of thirteen (13) Centrex lines at the Natural Tunnel State Park within thirty (30) days of the issuance of the TSO.

3. REQUIRED SERVICE DELIVERY INTERVALS

- a. The Contractor shall deliver and install up to thirty (30) new Centrex lines at any location within the specified service area within thirty (30) days after receipt of a properly executed TSO from the Commonwealth,

- b. After service has been established at a location within the specified service area, the Contractor shall deliver and install additions and/or changes to the service at those locations in accordance with the following time frames.

- 1) Services involving up to ten (10) Centrex lines shall be delivered and installed within ten (10) calendar days after receipt of an order from the Commonwealth.
- 2) Services involving up to thirty (30) Centrex lines shall be delivered and installed within fifteen (15) calendar days after receipt of an order from the Commonwealth.
- 3) At the time the order is placed, the Commonwealth will negotiate with the Contractor to establish a mutually acceptable installation date for service involving more than thirty (30) Centrex lines.

4. VOICE MAIL DESCRIPTION

Integrated Voice Mail Service shall be available for use with both the analog and ISDN Centrex-type lines. Each voice mailbox shall be configured to provide a minimum of fifteen (15) minutes of storage for recorded voice messages and greetings. The voice mail service shall allow interactive messaging among voice mailboxes within the Centrex to provide capabilities such as message forwarding, broadcast messages, etc.

The voice mail service shall be integrated with the Centrex service to automatically activate visual message waiting indicators of system-compatible analog and digital telephone sets. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the Centrex lines to which the telephones are connected. The voice mail system shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a Centrex-type line connected to a telephone that is not equipped with visual message waiting indication. The message waiting indicators (visual and audible) shall be automatically deactivated when the messages in the voice mailbox have been reviewed and properly processed.

The voice mail system shall provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live operator", upon accessing a voice mailbox. System users shall be capable of designating any line within the Centrex as the line to which "operator revert" calls are transferred.

5. TRAINING REQUIREMENTS

The following training requirement are required to be provided by the Contractor, prior to acceptance of the initial installation described in item #2 above by the Commonwealth. In addition, for any DIT order identifying the installation of five (5) or more Centrex type lines at any one occurrence, the following training requirements are required:

- a. Contractor shall provide hands on training on the use of the Services. Training shall be provided using fully functioning Centrex type service and the telephone equipment provided by the

Commonwealth. It is the responsibility of the Contractor to become familiar with the operation of the Commonwealth's telephone equipment and the manner in which the service and equipment has been configured to operate. All training will be coordinated and agreed to directly by the Commonwealth's user group.

b. Training shall be provided on-site during the week of and prior to cutover of the service.

c. A refresher training class shall be held not more than fourteen (14) days after cutover at a time coordinated with the user. The training class will serve as a make up session for users who missed the initial sessions. The trainer shall also be available to address user questions that may have arisen after the installation of the service.

ATTACHMENT "C"
CONTRACT VA-000601-SCTC

This Attachment C is hereby incorporated into and made an integral part of , and attached to, Agreement Number VA-000601-SCTC between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" and Scott County Telephone Cooperative hereinafter referred to as "Contractor".

ADDITIONAL TERMS AND CONDITIONS:

1. The current business lines are to be converted to analog Centrex service retaining the same telephone numbers. There are currently 13 business lines in the "940" local exchange located within the "540" area code.
2. To be eligible for an award, the Contractor must be currently authorized by the Virginia State Corporation Commission (SCC) to provide local exchange service within Duffield, VA.
3. Provide in the spaces provided on the Price Schedule all costs, charges, fees, etc. that the Commonwealth will incur to acquire and utilize the services specified herein.
4. On separate sheets attached to the quote, each vendor is to provide a detailed list of the additional Centrex, Voice mail services and features that are available with the services specified herein at no additional cost to the Commonwealth.
5. Award, if made, will be made to the lowest responsive and responsible vendor with the lowest total one (1) year price for the items listed on the Pricing Schedule. The Contract awarded as a result of the Request for Quotations, shall be a requirement-type Contract and shall be for one (1) year. The Commonwealth reserves the right to purchase quantities on items 1 – 12 at the prices quoted, or less, at any time during the term of the contract or subsequent renewal periods. The Commonwealth at its sole discretion, reserves the right to renew the contract, at the prices quoted or less, for up to three (3) additional one (1) year periods.
6. The contracting instrument will be a DIT Small Purchase Contract and unless otherwise specified, the standard terms and conditions of that document applies.
7. Required Service Delivery Intervals
 - A. Within thirty (30) days after receipt of a properly executed Telecommunication Service Order (TSO) from the Commonwealth, the Contractor shall deliver and install up to thirty (30) new Centrex lines at any location within Duffield, VA that has never before utilized the Contractor's Centrex service.
 - B. After service has been established at a location within the specified service area, the Contractor shall delivery and install additions and/or changes to the service at those locations in accordance with the following time frames.

- (1) Services involving up to ten (10) Centrex lines shall be delivered and installed with ten (10) calendar days after receipt of an order from the Commonwealth.
- (2) Services involving up to thirty (30) Centrex lines shall be delivered and installed within fifteen (15) calendar days after receipt of an order from the Commonwealth.
- (3) At the time the order is placed, the Commonwealth will negotiate with the Contractor to establish a mutually acceptable installation date for service involving more than thirty (30) Centrex lines.

8. Warranty and Maintenance Requirements

- A. The local exchange service shall be warranted to operate free from failure and shall be available for use by the Commonwealth twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of the warranty shall be included in the monthly cost for the service. Vendors are to provide with their quote, the name, address, and toll-free telephone number of their warranty service organization.
- B. The Contractor shall provide a single point of contact for the reporting of service problems encountered by the Commonwealth while using the services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.
- C. The Contractor shall respond to reports of interruptions of the normal operation of the local exchange services within one (1) hour after receipt of notification from the Commonwealth. The Contractor's response may be on-site or from a remote location based on the Contractor's determination of the source of the failure. If an on-site response is required, the Contractor's repair personnel shall be on-site and working to restore service within four (4) hours after receipt of the initial report of failure. The Contractor shall restore service to normal operation within eight (8) hours after the initial report of the failure.

9. The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service due to service failures and disruptions for four (4) hours or more during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which the state is denied access to the service.

10. The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the state is denied access to the service.

11. Mandatory Technical Requirements

- A. Analog service shall be configured for use with telephone industry standard "2500-type" telephone sets. The digital ISDN lines shall utilize Integrated Service Digital Network (ISDN) technology.
- B. Each Centrex line shall be configured with direct inward dialing (DID, direct outward dialing (DOD), call forwarding, call hold, call pick-up, repeat dialing, speed dialing (8 or 30), three – way calling, distinctive ring and call transfer.

The analog and digital ISDN Centrex lines shall be configured for DTMF and loop start signaling.

- C. The service shall be installed and maintained with a trunk to line ratio of a minimum of one (1) trunk for eight (8) Centrex lines in service.

12. Mandatory Installation Requirements

- A. The Contractor shall terminate the Centrex lines on Contractor-provided RJ-21X network interface devices (NIDS). The NID shall be labeled with the seven (7) digit telephone number to clearly identify the location of each Centrex line on the interface. The NID shall be located in the facility's building main telecommunications equipment room. Additionally, the Contractor shall provide and install fast-acting gas-tube transient voltage surge suppressors on each line installed in the facility. The Commonwealth will not accept carbon black protectors.
- B. The Contractor shall be responsible for cross-connecting the Centrex lines to the building's in-place telecommunications cabling system to provide service in the location identified by the agency.
- C. It shall also be the responsibility of the Contractor to fully test the installed service to certify that the service and all features are functioning properly.
- D. During the course of the installation, the Contractor shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. In the event that temporary modifications to the existing telephone and/or cabling systems becomes necessary to complete the installation of the new service, the Contractor shall notify the on-site contact person of such need in order to schedule a mutually agreeable time for the state to have the modifications completed.
- E. The Contractor shall be responsible for obtaining all right-of way, licenses, and/or permits required by applicable authorities in order to install the service.

13. Integrated Voice Mail Service shall be available for use with both the analog and ISDN Centrex-type lines. Each voice mailbox shall be configured to provide a minimum of fifteen (15) minutes of storage for recorded voice messages and greetings. The voice mail service shall allow interactive messaging among voice mailboxes within the Centrex to provide capabilities such as message forwarding, broadcast messages, etc.

- A. The voice mail service shall be integrated with the Centrex service to automatically activate visual message waiting indicators of system-compatible analog and digital telephone sets. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the Centrex lines to which the telephones are connected. The voice mail system shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a Centrex-type line connected to a telephone that is not equipped with visual message waiting indication. The message waiting indicators (visual and audible) shall be automatically deactivated when the messages in the voice mailbox have been reviewed and properly processed.
- B. The voice mail system shall provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live operator", upon accessing a voice mailbox. System users shall be capable of designating any line within the Centrex as the line to which "operator revert" calls are transferred.

14. MCI is the Commonwealth's current preferred inter-exchange carrier (PIC). To be responsive, the firm submitting a quotation facilities must provide "Equal Access" to all inter-exchange carriers (IXCs) to allow the Commonwealth to route all of its outgoing long distance calls to MCI, or any other IXC that the Commonwealth may select to use in the future. In the space provided on the Price Schedule, Vendors shall quote the firm fixed price the Commonwealth will be charged to change its PIC from MCI to another IXC at any time during the term of the contract or its renewal periods.
15. Immediately after the contract is awarded, DIT will issue a Telecommunications Service Order (TSO) to the successful firm for the delivery and installation of thirteen (13) Centrex-type lines at the Natural Tunnel State Park. The service must be installed and fully operational within thirty (30) days after issuance of the TSO.
- A. DIT reserves the exclusive authority to order service from the contract that results from this request for quotations. All requests for service under the contract will be submitted to the Contractor on a Department of Information Technology "TSO" that has been endorsed by an "Ordering Officer" appointed by DIT's Contracts Manager. The Ordering Officers appointed by DIT's Contracts Manager will be provided in the Contract as a result of this "RFQ". A properly endorsed TSO issued by DIT will serve as the only official document for ordering services from the contract, and will cite the contract as its ordering authority.
 - B. The TSO will clearly identify the services desired, requested service installation date, point of contact at the site that is familiar with the installation requirements, and other information necessary to accurately deliver the required services.
 - C. Changes, additions and/or deletions to the services requested will not be permitted unless approved in advance by an Ordering Officer.
 - D. Upon processing a properly issued TSO, the Contractor must provide DIT written confirmation that the service requested will be delivered as ordered, or amended with approval from an Ordering Officer. The written confirmation must include the Contractor's service order number, the newly assigned telephone number (if applicable), service installation date, and the name telephone number of the Contractor's representative responsible for processing the TSO.

NOTE: A copy of a DIT Telecommunications Service Order is provided as "Attachment A".

16. Mandatory Billing and Invoicing Requirements

- A. Each month, the Contractor must deliver to DIT one (1) consolidated bill for all goods and services purchased from the contract during the prior billing period.
- B. Each monthly bill shall include both monthly recurring charges and nonrecurring charges for one-time installation costs, partial month's service charges, etc. The nonrecurring charges are often referred to as "Other Charges and Credits (OC&Cs)". The bill shall specifically delineate State and federally mandated charges and fees, such as Virginia Relay Service, Universal Service Fund, Federal Access Fees, etc.
- C. Failure to submit adequate billing details will result in non-payment of the invoice.
- D. Contractor bills must include the Contractor's federal identification number (FIN).
- E. Contractor bills must be submitted within ninety (90) days after the services are delivered. Charges older than ninety (90) days will not be paid.

- F. Contractor bills will be paid in accordance with the Commonwealth's "Prompt Payment Act", which requires payment within thirty (30) days from receipt of good and services or a proper invoice, whichever is later.

17. Acceptance Criteria

- A. Delivery and installation of all required services have been completed as ordered.
- B. The Contractor certifies that the service has operated, without interruption, for a minimum of seventy-two (72) consecutive hours.
- C. Initial user training has been completed and all required documentation has been delivered.

18. DIT is developing a long-term strategy for procuring local exchange telephone services throughout the Commonwealth. This effort could result in contracts being awarded for the provision LEC services in large district geographical regions of the state. Therefore, by submitting a quote, your firm agrees that if it is the vendor awarded the contract and is also the recipient of a contract to provide the same or substantially similar services on a statewide basis or in a region encompassing the location specified herein, the Commonwealth shall have the option to cancel this agreement and have the services provided under the new contract.

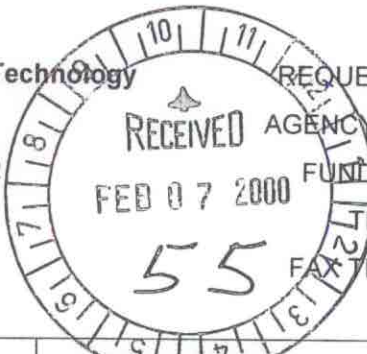
19. Contractors further agree that should the Commonwealth convert the services specified herein to a state or regional contract, the state will not be held liable for early termination of the original contract, not will the state be responsible for any installation or conversion charges to acquire services under the replacement contract.

COMMONWEALTH OF VIRGINIA AGENCY PROCUREMENT REQUEST

1. AGENCY INFORMATION

AGENCY: Department of Information Technology
AGENCY DIVISION: Telecommunications
PROGRAM NAMES/CODES: Requisition Number: 345-012
CONTACT NAME: Stuart L. Thacker

REQUEST NO.: 00-060
AGENCY CODE: 138
FUND CODE:
TEL. NO.: (804) 371-5543
FAX TEL. NO.: (804) 786-4177



2. ESTIMATED PROCUREMENT COSTS

ITEM	PURCHASE PRICE	RENT OR LEASE/MO.	RENT/LEASE X TERM (MOS.)	TOTAL
HARDWARE			()	
SOFTWARE			()	
SERVICES		\$240.50	(12)	\$2,886.00
MAINTENANCE: Monthly			()	
FINANCE CHARGE		N/A	N/A	
OTHER CHARGES	\$175.50	N/A	N/A	\$175.50
TOTAL				3136.50 \$3,061.50 3136.50

3. SEE PAGE 2 OF THIS FORM: PROJECT DESCRIPTION AND JUSTIFICATION (FEASIBILITY STUDY)

4. FUNDING CERTIFICATION

CERTIFICATION:

I hereby certify that sufficient funds for this request are available under the source(s) indicated.

FUND SOURCES:

Cost Center: 345
Billing Element: 32000
Sub-Object Code Sequence Suffix
1217 /
/
/
/

SUBMITTED:

01/24/2000
Date

Robert H. Davidson
Name (Type or Print)

Robert H. Davidson
Signature

Telecommunications
Director
Title

5. RECOMMENDED FOR APPROVAL

5/1/2000
Date

[Signature]
Director
DIT Acquisition Services Division

FOR DIT USE ONLY

DIT APR #:
ASSIGNED TO:
APPROVAL #:
APPROVAL AMOUNT \$:
DELIVERY ORDER #:
CONTRACT #:



COMMONWEALTH of VIRGINIA
Department of Information Technology

110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219
(804) 371-5000

May 18, 2000

Michael E. Thomas
Deputy Secretary of
Technology /
Agency Director

TDD VIOCE - TEL. NO.
371-8076

Mr. Greg Hood
Scott County Telephone Cooperative
125 Woodland Street
PO Box 489
Gate City, VA 24251

Dear Mr. Hood:

Enclosed for your files is a copy of Contract # VA-000601-SCTC for providing
Centrex Services to Natural Tunnel State Park.

We appreciate your interest in doing business with the Commonwealth.

Sincerely,

A handwritten signature in cursive script that reads "Mrs. T. J. Hudson".

Mrs. T. J. Hudson
Contracts Administrator

Enclosure